

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE LA HABRA
FIELD SERVICES EMPLOYEES' GROUP
FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021**



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LA HABRA, HEREINAFTER REFERRED TO AS "CITY" AND THE
FIELD SERVICES EMPLOYEES GROUP, HEREINAFTER
REFERRED TO AS "EMPLOYEES GROUP," FOR THE
PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021

ARTICLE I – EMPLOYEE-EMPLOYER RELATIONS

SECTION I. Recognition:

- A. The City and Employees' Group have both signed off on a separate side letter agreement dealing with agency shop. The side letter agreement is incorporated into the Memorandum of Understanding. (Attachment 1)
- B. The La Habra Municipal Employees Association "Employee Group" is the only organization currently recognized to meet and confer with the City over wages, hours, benefits, and terms and conditions of employment pursuant to the Meyers-Milias-Brown Act and the Agency Shop agreement between the City and the Employee Group.
- C. The City shall deduct dues for any employee in this unit who has authorized Union dues deductions and shall remit those deductions to the Association unless prohibited from doing so by operation of law; provided that any employee in the unit may terminate such Union dues deductions by notifying the Union in accordance with procedures specified in the Union's bylaws. In case of such notification, the Union shall provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after receipt of such notification.

SECTION II. Scope of Representation:

- A. Employees Group shall have the right of representing its members in all matters relating to employment conditions and employee/employer relations; including, but not limited to wages, hours and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity by law or executive order.
- B. Representatives of City shall meet and confer in good faith with representatives of the Employees Group regarding wages, hours and other terms and conditions of employment.
- C. Any further procedures, implementations, definitions or clarifications of rights of affected parties shall be established by City and Employees Group in accordance with State law.

SECTION III. Management Rights:

All rights of City not specifically limited by the terms of this "Memorandum of Understanding" (hereinafter referred to as "MOU") are hereby reserved to City. The exclusive rights of City are included, but not limited to, the right to:

- A. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and it is the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments. The City shall comply with the meet and confer requirements of the Meyers-Milias-Brown Act.
- B. The City has the exclusive right and authority to establish a workweek and to schedule work and/or overtime work as required by the City.
- C. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The appointing authority reserves the right to direct employees, including the right to hire, promote, discipline or discharge employees as set forth in the Personnel Rules. The City reserves the right to lay off personnel of the City at any time.
- E. The City shall determine assignments, and establish methods and processes by which assignments are performed.
- F. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner, which best meets the needs of the City in accordance with all otherwise applicable rules, such as the Personnel Rules.
- G. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- H. The City shall have the right to establish and enforce employee performance standards.
- I. The City shall determine the safety, health, and property protection measures for the City.
- J. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- K. The City shall determine the amount of supervision necessary.

- L. The City shall have the authority to effect reorganizations and reallocation of work of the City, including the determination of the size and organizational structure of departments and the determination of the job classification and ranks based upon assigned duties.
- M. The City has the right to contract for matters relating to municipal operations in accordance with government Code Sections 53060 and 3500-3510. The right of contracting or subcontracting is vested exclusively in the City. The City agrees to meet and confer with the Association pursuant to the requirements of the MMBA.

SECTION IV. No Strikes, Slowdowns or "Sickouts":

Employees Group agrees, on behalf of itself and each of its members, that neither Employees Group nor its members shall engage in a strike, work stoppage or slowdown, or shall use sick leave as a method of not reporting as assigned for regular work schedule.

In the event of any dispute between Employees Group and/or its members and City, the parties agree to utilize the here-established procedures for resolving such dispute.

In the event that State or Federal law changes regarding a City employee's right to strike, the City agrees to meet and confer on such change within thirty (30) days of the effective date of the change.

SECTION V. Field Services Group Rights:

- A. Employees Group has the right to designate employee representatives and alternate representatives. Employees Group shall advise office Director of Human Resources as to its designees.
- B. Employees Group representatives are permitted to investigate and process grievances during working periods. Such representation is to be approved by the highest-ranking, on-duty supervisor within the department and said representation activities during working hours shall not interfere with work functions nor departmental activities. Representation shall be limited to one representative. All grievance procedures shall be in accordance with the adopted "Personnel Manual" of City and attached Grievance Procedure ("Exhibit B"). Permission for employee representation, as set forth in these provisions, shall not be unreasonably withheld.
- C. Employees shall be entitled to representation upon request of an employee(s) concerning matters within the scope of employment relations. All employee representation and grievance shall be filed as outlined in the grievance procedures of City's "Personnel Manual" and attached Grievance Procedure ("Exhibit B").

SECTION VI. Proximity to Work:

The nature of Employees Groups' jobs is reacting as rapidly as possible to emergency situations. It is the responsibility of off-duty personnel to be reasonably available to be summoned back to work to provide emergency services. All Employees Group employees shall reside within one hour's driving time to the City Yard. This policy shall not affect those employees currently living outside of a one-hour radius, with the exception that, should current residency be changed, the proximity-to-work requirement could be enforced. Also, sleeping accommodations shall be furnished for the water-duty man. The water-duty man shall not be provided with the "Duty water truck" if he resides more than twenty (20) minutes' driving time from the City Yard.

ARTICLE II - COMPENSATION

SECTION I. Salary Schedule: see attached "Exhibit A"

Effective July 7, 2018, the City agrees to eliminate the second tier salary schedule for employees hired on July 1, 2010 or thereafter.

A. Salary:

Effective July 7, 2018, the City will provide a three percent (3%) salary adjustment to all unit employees (except Water Services Technician Series).

Effective July 7, 2018, the City will provide a five percent (5%) salary adjustment to the Water Services Technician series.

Effective July 6, 2019, the City will provide a two percent (2%) salary adjustment to all unit employees (except Water Services Technician Series).

Effective July 6, 2019, the City will provide a five percent (5%) salary adjustment to the Water Services Technician series.

Effective July 5, 2020, the City will provide a two percent (2%) salary adjustment to all unit employees (except Water Services Technician Series).

Effective July 5, 2020, the City will provide a five percent (5%) salary adjustment to the Water Services Technician series.

B. One-time Adjustment:

Effective upon City Council approval, the City will provide a one-time lump sum pay adjustment of one and one-half percent (1.5%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .015, based on salary in effect as of June 28, 2018.

Prior to June 30, 2019, the City will provide a one-time lump sum pay adjustment of one and one-half percent (1.5%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .015.

Prior to June 30, 2020, the City will provide a one-time lump sum pay adjustment of one and one-half percent (1.5%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .015.

SECTION II. Extra Duties:

Employees who are required to perform duties above their classification on a temporary basis will be paid an additional five percent (5%) when they have performed this extra duty for three consecutive days or longer; and, in these instances, the additional pay will be from the first day of additional duty.

SECTION III. Certification Pay:

For those courses required for certification because of state regulations, employees required to attend school will be paid at the prevailing minimum wage for those hours of actual class attendance outside of scheduled working hours while acquiring these certificates.

Senior Workers (M-70) will be paid \$125.00 per month for the following required certifications: Pest Control Advisor's Certification; Water Treatment II Certification. Employees will receive the extra pay only if the certification is required of their position, and only when the employee provides proof of certification.

Employees in the Water and Sewer divisions will be eligible for the following certification incentive pay:

Water Division Employees
Water Distribution System Operator Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-20/W Water Services Technician I	2	3 and above
M-30/W Water Services Technician II	2	3 and above
M-40/W Water Services Technician III	2	3 and above
M-93/W Water Services Technician V	3	4 and above

Water Treatment System Operator Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-20/W Water Services Technician I	1	2 and above
M-30/W Water Services Technician II	1	2 and above
M-40/W Water Services Technician III	1	2 and above
M-93/W Water Services Technician V	2	3 and above

Employees regularly assigned and working in the Water division are eligible for \$125 per month incentive pay for one of the above certifications (distribution or treatment), or are eligible for a maximum of \$175 per month incentive pay for two certifications (one in distribution and one in treatment). If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

Sewer Division Employees:

California Water Environment Association (CWEA) Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-40/S Sewer Services Technician III	1	2 and above
M-93/S Sewer Services Technician V	2	3 and above

Employees regularly assigned and working in the Sewer division are eligible for \$125 per month incentive pay for one of the above certifications. If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

Mechanics who attain an Underground Storage Tank (UST) certificate shall receive \$50 per month compensation. Certification and compensation shall only continue as long as the certificate is valid and maintained.

Employees in the classifications of equipment mechanic, senior equipment mechanic, and assistant fleet coordinator shall receive \$75 per month for each of the two ASE Master Level Mechanic Certifications (Master Level Heavy Truck and Master Level Automotive).

Certification compensation shall only continue as long as the certificate is valid and maintained.

SECTION III. Overtime:

Overtime of a scheduled nature will be provided to City employees in the order of seniority by rotation. In an emergency situation, overtime will be offered to City employees on a rotating call-out basis. Management retains the right to require employees to work overtime.

Employees of this group will be paid 1.5X additional pay for time actually worked when called out on a holiday (does not apply to duty man) provided they worked the scheduled day preceding and succeeding the holiday.

If an employee is held over after working entire regularly scheduled shift and works more than 16 hours total, then the employee shall be compensated at time and one-half (1-1/2X) for those hours in excess of regularly scheduled shift without regard to 40 hour work week with the provision that if an employee leaves the work site and is called back within 3 hours he/she will receive the same benefits.

A. Scheduled Overtime:

Scheduled overtime are any work hours that are scheduled and assigned by the supervisor and acknowledged by the employee, which occur outside of the employee's work schedule. These hours will be established prior to the end of the last regularly scheduled workday prior to the occurrence of the assigned work hours. Any employee assigned to work scheduled overtime will be paid a minimum of one hour at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week). If the assignment takes over one hour in length, then the employee will be compensated for the actual time worked at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week).

B. Unscheduled Overtime:

Unscheduled overtime are any hours worked for an unscheduled event or request to work made to the employee outside of the timeframe described under scheduled overtime. These are generally responses made by standby duty personnel, or employees called by the standby duty personnel, to events of an emergency nature, or requiring an immediate response. Any employee called out to work an unscheduled event shall be compensated at a minimum of two hours at 1.5 times the employee's hourly rate. If the assignment takes over two hours in length, then the employee will be compensated for the actual time worked at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week).

C. Holiday Call-Out:

Employees of this group will be paid 1.5 times additional pay for time actually worked when called out on a holiday (does not apply to duty person) provided they worked the scheduled day preceding and succeeding the holiday.

Employees who work overtime (scheduled or unscheduled) will be compensated as required by the Fair Labor Standards Act. For the purposes of calculating the hours worked in a given work week, holidays, vacation, and personal leave approved in writing by the employee's supervisor shall be considered as time worked in calculating the employee's work week. No employee shall be permitted to work overtime without the approval of his/her supervisor or department head.

This language shall supersede all previous agreements and determinations of Standby and Overtime of the Memorandum of Understanding between the Field Service Employees and the City of La Habra and is effective July 1, 2002.

SECTION IV. COMPENSATORY TIME

In lieu of receiving overtime pay pursuant to Section II – Overtime in the MOU, full time employees may elect to accrue up to 120 hours of compensatory time. The maximum compensatory time accrual shall be capped at 120 hours.

An employee may use such compensatory time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the department.

SECTION V. Call-out and Stand-by Time:

A. Call-out and stand-by time will be modified as follows:

1. The Public Works Director or the designated supervisor will determine if an employee is qualified to perform stand by duty. The criteria for determining which employees are qualified for standby duty are based on the following:
 - Knowledge of duties/demonstrated ability to perform tasks
 - Independent judgment/ability to make sound decisions
 - Excessive unexcused sick leave usage
 - Ability to arrive to the City within 30 minutes
 - Experience in City/familiarity with City systems and operations
 - Knowledge of safety procedures and proper traffic delineation
2. While on stand-by duty, the employee shall be available to do the following:
 - Be capable of responding immediately to calls for service
 - Remain within 30 minutes from their work station
 - Refrain from activities which might impair their ability to perform assigned tasks

- Be reachable by telephone or beeper
3. Qualified employees will not be eligible to take standby duty if the employee leaves work sooner than 2 hours before the end of the work day, does not attend work because of an illness, or is on leave. An employee will be eligible to resume standby duty after the employee returns to regular duty.

B. Definitions:

Standby Duty: Standby duty is when qualified personnel are designated to be on-call and prepared to respond to a call for service after normal work hours, on weekends, and holidays. The employee is to acknowledge to the City within ten minutes of receiving the call, and the employee is to respond/report to the incident location, or City Yard within 30 minutes of acknowledging the call. The duty person will be assigned a vehicle to utilize for travel to any call outs received. In addition, personnel are allowed to travel in the City vehicle from their worksite to and from their residence the time they are assigned standby duty. The vehicle shall not be utilized for any other purposes than those identified above. Standby hours will be compensated at the employee's straight time hourly rate.

1. Standby duty for Public Works personnel will be as follows:

	Water/Parks/Streets	Fleet Division
Monday	2 hours	
Tuesday	2 hours	
Wednesday	2 hours	
Thursday	2 hours	
Friday	2 hours	2 hours
Saturday	4 hours	4 hours
Sunday	4 hours	4 hours
Total	18 hours	10 hours

Standby duty is assigned to water personnel seven (7) days a week. Fleet Maintenance and Street Maintenance are assigned standby duty on Friday, Saturday, Sunday, and holidays. The personnel assigned standby duty will cover holidays that fall within that week. All employees assigned standby duty on a City observed holiday will receive an additional four (4) hours of standby pay for that day.

Holiday standby is four hours. Standby hours for the Fleet Division remain unchanged.

In all instances where members of this group are called out they will receive a minimum of two hours of pay for that call out. All standby and call-out pay will be straight time hourly rates.

SECTION VI. Uniforms/Tools:

A. Uniforms:

City will provide employees affected by this agreement with eleven (11) pairs of pants and eleven (11) shirts as uniforms approved by the appropriate department head and to be used only when working for City.

The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees in accordance with applicable PERS requirements and pursuant to the Public Employees' Pension Reform Act (PEPRA).

B. Safety Shoes:

It is the City's interpretation of applicable laws that each member of Employees Group shall be required to wear approved safety shoes. During the meet-and-confer process, safety shoe requirements were discussed.

The City shall reimburse each eligible member \$250 per year for the purchase of required safety shoes and safety shoe-related items. All such reimbursement shall be on a use or lose basis and shall be provided upon submittal of receipts.

C. Tools:

The City shall pay mechanics and equipment service workers, who are required to provide their own tools, a tool allowance of eight hundred (\$800.00) dollars per year, payable in August, to employees in these classifications.

ARTICLE III LEAVES

SECTION I. Vacation

A. Vacation Accrual:

The following vacation schedule shall be effective for all employees of Employees Group as of their employment anniversary date, effective the date of agreement:

Anniversary Date Prior to January 1, 1983	Anniversary Date on or after January 1, 1983	Hours of Vacation Accrued (bi-weekly)	Maximum Accrual
1 through 4 years	1 through 9 years	3.70	192 hours
5 through 10 years	10 through 15 years	5.24	272 hours
11 through 15 years	16 through 19 years	5.85	304 hours
16 years and over	20 years and over	6.77	352 hours

Pursuant to Personnel Rules and Regulations, Section 502.2 (12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount.

B. Vacation Use:

Vacation leave requests shall be submitted for approval to the employee's supervisor in an amount of time in advance that is equal to the amount of time being requested off, except that there will be a minimum of 72 hours' notice for all time off requested of less than three days. Emergency requests for time off will be considered and at the discretion of the supervisor based on operational needs. An overtime shift worked by an employee in a call-out situation that results in the immediate use of vacation time shall not be subject to the 72 hour provision.

Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are extenuating circumstances, which are presented in writing and approved, in advance, by the Department Director.

C. Vacation Buy-Back:

Effective July 1, 2014, employees may buy back up to a maximum of 80 hours of vacation in a fiscal year, provided the employee uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off.

SECTION II. Sick Leave

A. Accrual

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 96 hours per year, 3.70 hours per pay period, or eight (8) hours for each calendar month of continuous service. Sick leave may only be granted by the recommendation of the appointing authority and not to be considered as a privilege that an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability. There shall be no limit on the amount that can be accumulated.

B. Accumulated Sick Leave Payoff at Termination

Employees hired on or after January 1, 1983 will have a maximum accumulation of 480 hours of sick leave for payoff purposes. Upon completion of five years of continuous service, will be eligible for a 25 percent payoff upon termination from service.

C. Use

Employees may use of their accrued if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

- A temporary restraining order or restraining order.

- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

D. Family Attendance

Employees may use up to half of their accrued sick leave (48 hours) per year for care of immediate family member. Family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

E. Sick Leave Conversion

Employees with five (5) years' service with City may substitute 25 percent of their annual unused sick leave for an equal amount of vacation time. Employees shall make such written determination in January of each year, on an appropriate form provided by City.

The additional vacation may be taken as individual days added on to an employee's vacation, subject to approval of the employee's department head. The remaining unused sick leave shall remain in reserve for the employee's use when sick or injured, however, the employee will receive no percentage of this unused sick leave upon termination.

SECTION III. Bereavement Leave

Up to three days off per fiscal year per family member with pay as bereavement leave in the case of the death or imminent death of the eligible employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, child, step child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The city reserves the right to require reasonable verification of the need for such leave.

SECTION IV: Holiday Schedule:

A. Holidays: The following is the holiday schedule for Employees Group:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (Third Monday in January)
3. Washington's Birthday (Third Monday in February)
4. Memorial Day (Fourth Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (As proclaimed by the State or Governor)
9. The day following Thanksgiving Day
10. Christmas Day
11. Floating Holiday (Either the first working day before Christmas or the first working day before New Year's Day)

Holidays will be compensated at the same number of hours an employee works in a workday.

Holiday pay will be paid to employees who work the day before and the day following that holiday. Paid sick leave or paid vacation time will count as days worked.

B. Personal Leave:

Employees will receive 18 hours per fiscal year personal leave each year. An employee is not eligible for personal days during probation. Personal days do not carry over from year to year and require prior department approval, which will not be unreasonably withheld.

ARTICLE IV BENEFITS

SECTION I. Health Insurance:

A. City Insurance Contribution:

Effective December 1, 2018, the City will increase its current insurance contribution by \$70 per month to a maximum of \$1,315 per month on a use or lose basis.

Effective December 1, 2019, the City will increase its current insurance contribution by \$70 per month to a maximum of \$1,385 per month on a use or lose basis.

Effective December 1, 2020, the City will increase its current insurance contribution by \$65 per month to a maximum of \$1,450 per month on a use or lose basis.

B. Dental Insurance:

The City will provide members access to a dental insurance plan. Employees and their qualified family members may enroll in a City sponsored dental insurance plan.

Any required premiums for dental insurance plan must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

C. Vision Insurance:

The City will provide a vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Life Insurance:

The City requires all members to carry a minimum of \$2,000 life insurance. Any required premiums for life insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

E. Opt Out Provision:

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

Opt-out contribution of the medical plan will be \$190 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

SECTION II. RETIREMENT:

The City contracts with the Public Employees' Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPPRA):

- 2% @ 55 formula
- Retirement calculations based upon single highest year.

Tier 2 – "Classic" Employees hired on or after January 14, 2012 (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPPRA)

- 2% @ 60 formula
- Retirement calculations based on highest three continuous years average

Tier 3 – (PEPPRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPPRA at Government Code section 7522.20(a).

- 2% @ 62 formula
- Retirement calculations based on highest three continuous years average

B. Contributions

- 1) "Classic" PERS membership employees subject to the 2% @ 55 and 2% @60 formulas pay the seven percent (7%) member contribution.
- 2) PEPPRA membership employees subject to the 2% @62 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1, Tier 2 and Tier 3 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eight percent (8%) for "Classic" Tier 1 and Tier 2 members and the statutorily mandated 50% of the normal cost plus an additional one percent (1%) for Tier 3 PEPPRA members.

C. Retiree Health Savings Plan

Effective January 1, 2015, employees are required to contribute a minimum of \$10 per month to their Retiree Health Savings accounts and the City agrees to provide a matching contribution, not to exceed \$10 per month by the City. This benefit is subject to the plan being established and approved for mandatory participation by all group members.

ARTICLE IV GENERAL PROVISIONS

SECTION I. Rest Breaks:

It is the City's policy to improve employee morale and productivity by providing rest breaks during the course of each workday.

- A. Each employee shall receive a rest break of fifteen (15) minutes at approximately the middle of every four (4) hours of work not broken by a meal period.
- B. The time for employee rest breaks shall be scheduled by each supervisor with appropriate regard for the workload.
- C. Time spent on rest breaks will be compensated as working time and employees are not required to sign out and in on their time cards.
- D. Unless otherwise approved by the department head, rest breaks must be taken on the employer's premises with the exception of Police, Fire and Field personnel.
- E. Employees on rest breaks are not permitted to interfere with fellow employees who are continuing to work.
- F. No food or beverage is permitted in the public areas of City buildings during rest breaks.
- G. Employees who choose to remain at work during rest breaks will not be entitled to leave before the normal quitting time or to combine their break time with the lunch period.
- H. Employees abusing the rest break privileges specified by this policy are subject to disciplinary action.

SECTION II. Nondiscrimination Clause:

City and Employees Group agree they shall not discriminate against any employee because of race, color, sex, age, national origin, handicap, religious or political opinions or affiliations. City has the right to modify any provision of this agreement to comply with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision, or provisions, of this agreement in compliance with State or Federal antidiscrimination laws.

SECTION III. Safety Clause:

City and Employees Group agree to comply with all applicable federal, state and local laws and City of La Habra regulations which relate to occupational health and safety.

SECTION IV. Personnel Manual:

All Employee Group grievance and seniority policies will apply as outlined in the procedures of City's Personnel Manual and attached Grievance and Lay Off procedures ("Exhibit B").

SECTION V. Worker's Compensation (Section 414, Resolution 11542):

Miscellaneous employees, while absent from work as a result of an on-the-job injury, shall be paid for the first three days (waiting period) by the City from their accumulated sick leave to fit Labor Code Section 4650; compensation payments to being the fourth day of disability.

SECTION VI. Scope of this Memorandum of Understanding:

It is understood and agreed that this Memorandum of Understanding affects and applies to only the La Habra Field Services Group and employees within the scope of their representation and the City of La Habra.

SECTION VII. Work Week:

- A. A modified work week has been enforced since 1981-82. This modified work week has covered the period of time from the beginning of daylight savings time until the end of daylight savings time. It is being extended to the month proceeding daylight savings time and the month following daylight savings time, for a total of eight months. Starting time will be the same the year around.
- B. Employees will work a 9/80 work schedule all year, unless otherwise authorized and approved by the department director.

SECTION VIII. The City and Employees Group agree on the following:

- A. The City and Employees Group agree to the following: Remove Sections 301.2 (9) and 303.2 (16), from the Personnel Rules and Regulations, which allow for a Skelly hearing for promotional probationary employees.
- B. City will meet and confer with the bargaining unit regarding the impacts associated with layoffs of employees in the bargaining unit. Layoff Procedures shall be according to the City's existing Personnel Rules.

SECTION IX. Separability:

Should any provision of this Addendum be found to be inoperative, void, invalid by a court of competent jurisdiction or enacted change of law, all other provisions of this Addendum shall remain in full force and effect for the duration of this Addendum, and the parties shall meet and confer to discuss the impact or impacts of such change of law. If there is any legislation enacted during the term of this contract that prohibits an employer from paying the employee share of PERS, parties shall meet and confer to discuss a replacement benefit of comparable value with minimal impact on both parties.

All remaining terms and conditions of the existing Memorandum of Understanding not specifically modified herein shall remain in full force and effect.

EXECUTED this 19th day of June, 2018 in the City of La Habra, California.

CITY OF LA HABRA

By: [Signature]
By: [Signature]

FIELD SERVICES EMPLOYEE GROUP
OF THE CITY OF LA HABRA

By: [Signature]
By: [Signature]
By: [Signature]

FIELD/MAINTENANCE SERVICES EMPLOYEES GROUP

FIELD SERVICES EMPLOYEE GROUP

EXHIBIT "A"

EFFECTIVE JULY 7, 2018

		START RATE	AFTER 6 MOS	MERIT -----IN PRIOR STEP-----	+ ONE YEAR				
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
FLEET COORDINATOR	M-95	24.610	25.840	27.132	28.489	29.913	31.409	32.979	34.628
BLDG MAINTENANCE WORKER	M-60	19.522	20.498	21.523	22.599	23.729	24.915	26.161	27.469
EQUIPMENT MECHANIC	M-80	21.305	22.370	23.488	24.663	25.896	27.191	28.550	29.978
MAINTENANCE LABORER	M-20	15.862	16.655	17.488	18.362	19.280	20.244	21.257	22.319
MECHANIC TRAINEE	M-20A	14.665	15.398	16.168	16.977	17.826	18.717	19.653	20.635
SENIOR EQUIPMENT MECHANIC	M-85	22.373	23.491	24.666	25.899	27.194	28.554	29.981	31.481
SENIOR SERVICE WORKER	M-70	21.389	22.458	23.581	24.760	25.998	27.298	28.663	30.096
SERVICE WORKER	M-40	18.289	19.203	20.163	21.171	22.230	23.342	24.509	25.734
SERVICE WORKER II	M-60A	19.522	20.498	21.523	22.599	23.729	24.915	26.161	27.469
SEWER SERVICES TECHNICIAN III	M-40S	19.006	19.956	20.954	22.001	23.101	24.256	25.469	26.743
SEWER SERVICES TECHNICIAN V	M-93S	22.894	24.039	25.240	26.502	27.828	29.219	30.680	32.214
WATER SERVICES TECHNICIAN I	M-20W	17.644	18.526	19.453	20.425	21.447	22.519	23.645	24.827
WATER SERVICES TECHNICIAN II	M-30W	19.332	20.298	21.313	22.379	23.498	24.673	25.906	27.201
WATER SERVICES TECHNICIAN III	M-40W	20.344	21.361	22.429	23.550	24.728	25.964	27.263	28.626
WATER SERVICES TECHNICIAN IV	M-60W	20.896	21.941	23.038	24.190	25.399	26.669	28.003	29.403
WATER SERVICES TECHNICIAN V	M-93W	24.025	25.226	26.488	27.812	29.203	30.663	32.196	33.806

FIELD SERVICES EMPLOYEE GROUP
EXHIBIT "A" CONTINUED

EFFECTIVE JULY 6, 2019

		START RATE	AFTER 6 MOS	MERIT -----IN PRIOR STEP-----	+ ONE STEP D	YEAR STEP E	STEP F	STEP G	STEP H
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
FLEET COORDINATOR	M-95	25.102	26.357	27.675	29.059	30.512	32.037	33.639	35.321
BLDG MAINTENANCE WORKER	M-60	19.912	20.908	21.953	23.051	24.204	25.414	26.685	28.019
EQUIPMENT MECHANIC	M-80	21.731	22.818	23.959	25.156	26.414	27.735	29.122	30.578
MAINTENANCE LABORER	M-20	16.179	16.988	17.838	18.729	19.666	20.649	21.682	22.766
MECHANIC TRAINEE	M-20A	14.958	15.706	16.492	17.316	18.182	19.091	20.046	21.048
SENIOR EQUIPMENT MECHANIC	M-85	22.820	23.961	25.160	26.418	27.738	29.125	30.582	32.111
SENIOR SERVICE WORKER	M-70	21.817	22.908	24.053	25.256	26.518	27.844	29.237	30.698
SERVICE WORKER	M-40	18.655	19.588	20.567	21.595	22.675	23.809	24.999	26.249
SERVICE WORKER II	M-60A	19.912	20.908	21.953	23.051	24.204	25.414	26.685	28.019
SEWER SERVICES TECHNICIAN III	M-40S	19.386	20.355	21.373	22.442	23.564	24.742	25.979	27.278
SEWER SERVICES TECHNICIAN V	M-93S	23.352	24.519	25.745	27.033	28.384	29.804	31.294	32.858
WATER SERVICES TECHNICIAN I	M-20W	18.526	19.453	20.425	21.446	22.519	23.645	24.827	26.068
WATER SERVICES TECHNICIAN II	M-30W	20.299	21.314	22.379	23.498	24.673	25.907	27.202	28.562
WATER SERVICES TECHNICIAN III	M-40W	21.361	22.429	23.551	24.728	25.965	27.263	28.626	30.057
WATER SERVICES TECHNICIAN IV	M-60W	21.941	23.038	24.190	25.399	26.669	28.003	29.403	30.873
WATER SERVICES TECHNICIAN V	M-93W	25.226	26.488	27.812	29.203	30.663	32.196	33.806	35.496

FIELD SERVICES EMPLOYEE GROUP
EXHIBIT "A" CONTINUED

EFFECTIVE JULY 4, 2020

	RANGE	START	AFTER	MERIT	+ ONE YEAR					
		RATE	6 MOS	IN PRIOR STEP						
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
FLEET COORDINATOR	M-95	25.604	26.884	28.228	29.640	31.122	32.678	34.312	36.027	
BLDG MAINTENANCE WORKER	M-60	20.310	21.326	22.392	23.512	24.687	25.922	27.218	28.579	
EQUIPMENT MECHANIC	M-80	22.166	23.274	24.438	25.659	26.942	28.290	29.704	31.189	
MAINTENANCE LABORER	M-20	16.503	17.328	18.194	19.104	20.059	21.062	22.115	23.221	
MECHANIC TRAINEE	M-20A	15.257	16.020	16.821	17.662	18.545	19.472	20.446	21.468	
SENIOR EQUIPMENT MECHANIC	M-85	23.276	24.440	25.662	26.945	28.293	29.707	31.193	32.752	
SENIOR SERVICE WORKER	M-70	22.253	23.366	24.534	25.761	27.049	28.402	29.822	31.313	
SERVICE WORKER	M-40	19.028	19.980	20.978	22.027	23.129	24.285	25.499	26.774	
SERVICE WORKER II	M-60A	20.310	21.326	22.392	23.512	24.687	25.922	27.218	28.579	
SEWER SERVICES TECHNICIAN III	M-40S	19.774	20.762	21.801	22.891	24.035	25.237	26.499	27.824	
SEWER SERVICES TECHNICIAN V	M-93S	23.819	25.010	26.260	27.574	28.952	30.400	31.920	33.516	
WATER SERVICES TECHNICIAN I	M-20W	19.452	20.425	21.446	22.518	23.644	24.827	26.068	27.371	
WATER SERVICES TECHNICIAN II	M-30W	21.314	22.380	23.499	24.674	25.907	27.203	28.563	29.991	
WATER SERVICES TECHNICIAN III	M-40W	22.429	23.551	24.728	25.964	27.263	28.626	30.057	31.560	
WATER SERVICES TECHNICIAN IV	M-60W	23.038	24.190	25.399	26.669	28.003	29.403	30.873	32.417	
WATER SERVICES TECHNICIAN V	M-93W	26.487	27.812	29.202	30.662	32.195	33.805	35.496	37.270	